

ARTICLE 36 – GRIEVANCE PROCEDURE

36.1. Definitions

36.1.1. A "grievance" shall mean a dispute about the interpretation or an alleged violation of any of the provisions of: 1) this Agreement; 2) properly executed Memoranda of Agreements.

36.1.2. **Standing.** The "aggrieved" is the person or persons who has/have suffered harm as a result of the alleged violation. The Association may be ~~the an~~ "aggrieved" ~~person~~ in instances where an alleged contract violation affects ~~the Association or~~ a clearly defined group of employees rather than an individual employee. Only aggrieved person(s) have standing to file grievances.

36.1.3. The term "days," when used in this Article, shall, except where otherwise indicated, mean faculty contracted working days and be applied identically for the Association and College; thus weekends, holidays, ~~or~~ vacation, and days which are not faculty contracted days are excluded.

36.2. **Grievance Time Limits.** Extension of timelines (for valid reasons such as availability of parties involved, for investigation, etc.) as specified in this Article shall be by mutual agreement between the College and the Association. All mutual agreements shall specify a deadline date for the resumption of the grievance procedure.

36.3. **Grievance Procedure.** The purpose of the grievance procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure and, to the greatest extent possible, meetings or discussions involving grievances and grievance procedures shall be scheduled at such a time so as not to interfere with employee duties.

36.3.1. Informal

36.3.1.1. The aggrieved party shall, within twenty (20) ~~working~~ days of the occurrence or ~~when~~ the aggrieved party's first knowledge or should have known of the facts of the occurrence, attempt to resolve the grievance informally by discussing it with the administrator at the level closest to the grievance. Prior to the meeting, the aggrieved must ~~administrator shall be advised~~ the administrator that the matter is an informal grievance, the Article of the contract alleged to

have been violated, and ~~shall be given~~ the facts upon which it is based.

36.3.1.2. ~~**Grievance of Article 4.2: College Functions.**~~ When incidents of culpable negligence, gross negligence, malfeasance, and lack of good faith are alleged, grievances of College Functions may be filed. All grievances of College Functions must first be processed consistent with the following: (1) Within twenty (20) working days of the occurrence or of the aggrieved party's first knowledge of the facts of the occurrence, grievances concerning Article 4.2: College Functions, shall be brought to the Labor Management Committee, with notice to the Labor Relations Representative; (2) The Labor Management Committee shall have thirty-five (35) calendar days to develop a solution acceptable to all parties. If no solution is found by the end of the thirty-five (35) calendar day period, the level one grievance procedure will take effect.

36.3.2. **Level 1 - Formal**

36.3.2.1. If the grievance is not resolved at the informal level, then within thirty (30) days of the occurrence or when the aggrieved party knew or should have known of the facts of the occurrence (inclusive of the informal processes' timeline requirements) in ten (10) working days of its presentation at the informal step of the grievance process it shall, within five (5) working days, be reduced to writing by the aggrieved party and submitted to the appropriate vice president with a copy to the college labor relations representative and Human Resources.

~~If a grievance concerning Article 4.2 College Functions is not resolved within thirty-five (35) days of its presentation to the Labor Management Committee as set forth in 36.3.1.3 it shall, within five (5) working days, be reduced to writing by the aggrieved party and submitted to the appropriate vice president with a copy to the college labor relations representative.~~

36.3.2.2. The written grievance shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the Articles of this agreement alleged to have been violated ~~agreement provisions involved~~, and the relief sought.

36.3.2.3. The vice president shall reply in writing to the employee with a copy to the Association within ~~twentyten~~ (240) ~~working~~ days following receipt of the written grievance.

36.3.3. **Level 2 - Arbitration.** Grievances not settled at Level 1 of the grievance procedure shall be reviewed by the Association, which shall have sole discretion as to whether a grievance, either individual or Association, should be appealed to arbitration, provided that:

36.3.3.1. Written notice of a request for arbitration is made to the vice president within ten (10) days of receipt of ~~his/her~~their answer in Level 1; and

36.3.3.2. The issue involves the interpretation or meaning of a specific provision(s) of the agreement.

36.4. **Selection of Arbitrator.** When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, the grieving party shall within ten (10) days of the appeal to arbitration, ~~jointly~~ request the Oregon Employment Relations Board to submit a list of five (5) arbitrators who are also American Arbitration Association-qualified arbitrators based in Oregon or Washington. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination; and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining name shall act as the arbitrator.

36.5. **Hearing.** The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written decision.

36.6. **Authority of Arbitrator.** The arbitrator shall have no power to advise on salary adjustment except as to the improper application thereof; nor to add to, subtract from, modify, or amend any terms of this Agreement or of the policies of the College.

36.7. **Binding Decisions.** A decision of the arbitrator shall, within the scope of his/her authority, be binding upon the parties.

36.8. **Costs of Arbitration.** The College and the Association will share equally any joint costs of the arbitration procedure, such as the fee and expense of the arbitrator and the cost of the hearing room.

36.9. **General Provisions**

- 36.9.1. An aggrieved person(s) has the right to be accompanied by or represented by an Association representative at all levels, including the informal level of the grievance procedure. The Association shall have the right to be present and to state its view at all levels of the grievance procedure. The primary role of the Association representative at the informal level is to facilitate productive discussion.
- 36.9.2. No reprisals of any kind will be taken by the College against any participant in the grievance procedure by reason of such participation.
- 36.9.3. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.
- 36.9.4. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 36.9.5. Except for mediation and where prohibited by law, the parties expressly recognize the principle of election of remedies and agree that the filing of a disputed matter in one (1) forum (i.e., Court, ERB, arbitration) constitutes waiver of any and all rights the party may otherwise have to contest the disputed matter in any other forum.
- 36.9.6. Upon the mutual request of the grievant and the immediate supervisor, mediation of a grievance shall be made available provided:
 - a) The Association and College have reached written agreement on the scope and timelines of the mediation;
 - b) The written agreement specifies what, if any, of the record of the mediation may be introduced into subsequent grievance processes involving the issues to be mediated;
 - c) All grievance timelines shall be held in abeyance and the grievant shall have the right to continue through the grievance process if resolution is not reached within the established timelines; and

A written report of the results of the mediation will be provided to the College and Association within ten (10) ~~working~~ days of the resolution, or ending timelines, if there is no resolution.